# Superior Court of California - County of Riverside

#### Case Number Unknown - Templin

#### **General Declaration of Charles Koppa**

I, Charles John Koppa, have been a resident of California for more than 25 years. I am a forensic title and financial auditor. My credentials are attached. I am competent to research uncontroverted evidence of documents recorded in the Official Records any County Recorder's Office, to outline a complete Chain of Title, to offer opinions of real estate values, and to identify missing, inaccurate or fabricated documents that can be competently explained in Court.

I have been retained by Diane J. Templin, 16377 Arnold Avenue, Lake Elsinore, CA 92530-4817, and Equity Owner in this case. If I am called upon, I am prepared to testify as an Expert Witness in a Quiet Title Complaint regarding the attached recordations, supporting Property Detail Report, Tax Status, Chain of Title Summary and Comparative Property Values.

- 1. I conducted a homeowner's examination of recordations from Riverside County public records for the subject property. I file this declaration in support of a Quiet Title Action.
- My audit found no evidence of assignment of Deed of Trust, Promissory note or evidence of ownership or standing by parties who have scheduled a purported foreclosure auction on 9/17/2010 at an undisclosed amount for minimum bid.
- 3. My audit revealed that client never entered into any contractual agreement or signed any note with Quality Loan Service or other parties identified in recorded documents (attached) after her original Deed of Trust filed 7/25/03 naming IndyMac Bank, F.S.B. as lender on behalf of an unknown beneficiary.
- 4. My audit revealed that defendant never entered into any agreement with Quality Loan Service or other parties identified in recorded documents (attached) after her original Deed of Trust filed 7/25/03 naming IndyMac Bank, F.S.B.

In the opinion of Declarant, the client should respectfully request the Court & Jury to consider:

- 1) Evidence of fraudulent and unsupported transfer of mortgage note and title;
- 2) Foreclosure proceedings with untitled transfer representing fraud ab initio;
- 3) Lack of Standing by Defendant and purported predecessors:
- 4) Misrepresentation and non-disclosure causing breaks of chain of title;
- 5) Subject matter dictating judicial recovery of the property;
- 6) Evidence suggesting predatory lending at origin

I declare under penalty of perjury that the foregoing facts are true and correct, and this would be my testimony if I were in a court of law.

Charles J. Koppa

Charles of Koppa

Date

# Superior Court of California - County of Riverside

#### Case Number Unknown – Templin

# **Broken Chain of Title, Fraud in Recorded Documents**

By Charles J. Koppa, Expert Witness, Title and Financial Research

EDITOR'S NOTICE: A factual claim requires citing a known duty the breach of which is the causation of damages as attested to by at least one competent fact witness who testifies under oath and subject to cross examination regarding authenticated evidence. The summaries below are based exclusively upon Uncontroverted Factual Evidence of Recorded Documents in the Official Records of the Riverside County Recorder's Office:

- DOC # 2003-560851 7/25/03 Grant Deed to Diane J. Templin for stewardship of the property at 16377 Arnold Avenue, Lake Elsinore, CA 92530-4817, APN 378-212-025, purchase price \$181,000 vs. retroactive comps at \$164,000 suggests appraisal fraud.
- DOC #2003-560852 7/25/03 Deed of Trust Borrower Diane J. Templin purchase loan at \$144,800 representing approximately 80% LTV. Lender/beneficiary was IndyMac Bank, F.S.B. She appointed First American Title Insurance Company as fiduciary Trustee to a Fannie Mae Freddie Mac uniform security instrument.
- 3. DOC #2004-0422788 **6/3/04 Short Form Deed of Trust** Borrower Diane J. Templin received a 2<sup>nd</sup> Trust Deed for \$25,000 from **Wells Fargo Bank**, **NA** as beneficiary/lender. She appointed American Securities Company as Trustee in an equity filing
- 4. DOC #2007-0485986 7/26/07 Deed of Reconveyance from American Securities Company for payoff of instrument #2004-0422788 to Beneficiary, Wells Fargo Bank.
- 5. DOC #2009-0370886 7/17/09 UCC Financing Statement by Diane Joan Beall Templin.
- 6. DOC #2009-0370887 **7/17/09 UCC Financing Statement Amendment** by Diane Joan Beall Templin, filed by Michael Douglas Brian Woodruff.
- 7. DOC #2010-0109646 3/10/10 Corporate Assignment of Deed of Trust Federal Deposit Insurance Corporation as receiver for IndyMac Federal Bank, FSB, successor to IndyMac Bank, F.S.B. transfers title to OneWest Bank, FSB. Signature back dated to 1/21/10 by Federal Deposit Insurance Corporation as receiver for IndyMac Federal Bank, FSB, successor to IndyMac Bank, F.S.B. Signed in Pinellas, FL by Bryan Bly as attorney in fact for all parties above.
- 8. DOC 2010-0241020 5/25/10 Notice of Default by Quality Loan Service, Corp. naming OneWest Bank, FSB as servicer for IndyMac Bank, F.S.B., a federally chartered savings

bank, a Federal Savings Bank, as beneficiary regarding instrument #2003-560852. Signature by Quality Loan Service Corp. as agent for beneficiary by LSI Title Company, as agent. Signed by Eric R with no title, standing or legal address representing all parties above in "attempting to collect a debt". Declaration regarding section 2923.5 signed 3/4/10 by IndyMac Mortgage Servicing, Jean Crespo with no title, standing or legal address.

- 9. DOC 2010-0316603 7/7/10 Substitution of Trustee IndyMac Bank, F.S.B. replaces First American Title Insurance Company with Quality Loan Service Corporation as new trustee. Signature 6/10/10, by OneWest Bank, FSB. Signed by Suchan Murray, Authorized signatory in Travis, TX." Affidavit of mailing by Sandy Lopez at Quality Loan Service Corp, San Diego, CA, is undated.
- 10. DOC2010-0410987— 8/27/10 Notice of Trustee Sale naming Quality Loan Service Corp and LPS/Fidelity ASAP to sell at Public Auction Sale in behalf of a beneficiary unnamed. Signature by Quality Loan Service Corp by Ron Alanzo, as authorized agent "for purpose of collecting a debt."

In our opinion, First American Title Insurance Company, FDIC, IndyMac, OneWest Bank and the parties identified in Items 3-10 above have created a significantly broken Chain of Title. Parties are interstate and governmental entities which extend outside the boundaries of California suggesting Federal Court relief.

I have advised Debtor Diane Templin to seek Counsel and initiate a Quiet Title Action in Unlimited Court for untitled and unlawful transferring of her mortgage note by Trustees who failed to "stand in the shoes" of **First American Title Insurance Company** as her fiduciary trustee per #2 above...

Charles J. Koppa

Date

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CLIENT:	RESEARCHER: Chealis Krysen	
		•
ATTORNEY:	OTHER:	

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# Exhibit 1

Recorded Documents
Property Detail
Property Comps
Current Tax Summary
Chain of Title Summary
Frequently Asked Questions

AND WHEN RECORDED MAIL TO: Diane J. Templin 16377 Arnold Avenue Lake Elsinore, CA 92530		P	7/25/2003 Da:00 age 1 of 2 Doc corded in Offic County of Rin Gary L. Casor, County Cl	T Tax Paid cial Records verside Orso	
	M	s u PAGE	SIZE DA PCO	R NOCOR SMF	MISC.
(A.P.N.: 378-212-025-8) TRA #: 005	A	R L	COPY LON	3 REFUND NCHG	EXAM
	GRANT DE	ED>			2
THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOC  [V] computed on full value of property conveyed,  [] computed on full value less value of liens or c  [] unincorporated area; [] City of Lake Elsino  FOR A VALUABLE CONSIDERATION, Receipt of Fernando A. Nietzen and Yvette M. Nietzen, husl	, or encumbrances remain ore, and of which is hereby act	ing at time of sale		<u>.00</u>	SP
hereby GRANT(S) to Diane J. Templin, an un					
the following described property in the City of Lake	Elsinore, County of	Riverside State (	of California;		
Lot 95 Unit "G" of Country Club Heights, in the 18, Page(s) 15 of Maps, in the Office of the Coun	e City of Lake Elsin ity Recorder of said	ore, County of F County.	Riverside, as per	map recorded i	n Book
SELLER(S):		· · · · · · · · · · · · · · · · · · ·		* .	
Fernando A. Nietzen		Yvette M. Nie	MN ve	tžen	
Document Date: June 30, 2003					
STATE OF CALIFORNIA )SS  COUNTY OF PLUCYS : de )  On 07 - 07 - 2003 before me, personally appeared FLYAGA ON 12 to 12 to 15 to	Delia A		) i-1,	_	
personally known to me (or proved to me on the basis of satisfaci acknowledged to me that holshed they executed the same in his/he person(s) or the entity upon behalf of which the person(s) acted, WITNESS my hand and official seal.	er/their authorized capacity				

COMMI. 1336334

NOTARY PUBLIC & CALIFORNIA

LICA TO NUMBRIO DE CANTON COMMITTE DE COMMI

Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

# PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: Delia arcos

DATE COMMISSION EXPIRES: Dec 24, 2005

COUNTY WHERE BOND IS FILED (if applicable) RIVERSIDE

STATE WHERE BOND IS FILED: CALIFORNIA

COMMISSION NUMBER (if applicable): 1336334

PLACE OF EXECUTION: SAN BERNARDINO, CA

(CITY & STATE)

July 25, 2603 SIGNATURE:

PRINT NAME: SANDY CARTER

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
☐ Adjustable Rate Rider       ☐ Condominium Rider       ☐ Second Home Rider         ☐ Balloon Rider       ☐ Planned Unit Development Rider       ☐ Biweekly Payment Rider         ☐ 1-4 Family Rider       ☐ Revocable Trust Rider         ☐ Other(s) [specify]
(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N)
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus
(ii) any amounts under Section 3 of this Security Instrument.
(n) any amounts under Section 3 of this Security Instrument.  (P) "RESPA" theans the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
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(P) "RESPA" theans the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation; Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.  (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.  TRANSFER OF RIGHTS IN THE PROPERTY  This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Riverside [Name of Recording Jurisdiction]  Loan No: 2723036
(P) "RESPA" heans the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.  (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.  TRANSFER OF RIGHTS IN THE PROPERTY  This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Riverside:  [Name of Recording Jurisdiction]

Legal description attached hereto and made a part hereof.

Assessor's Identification Number:

378212025

which currently has the address of

16377 Arnold Avenue

**IStreet** 

Lake Elsinore

, California

92530 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic

Loan No: 2723036

California Deed of Trust-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

—THE COMPLIANCE SOURCE, INC.—

Page 3 of 12

Form 3005 01/01 14001CA 08/00 © 2000, The Compliance Source, Inc.



2003-560852 67/25/2663 66:66A

Recording requested by: Wells Fargo Bank, N.A.

When recorded return to: Wells Fargo Bank, N.A. P. O. BOX 31557 BILLINGS, MT 59107

Attn: DOCUMENT MANAGEMENT

# 2004-0422788 05/03/2000 08:00A Fee:15.00

Page 1 of 3 Recorded in Official Records County of Riverside Gary L. Orso

Assessor, County Clerk & Recorder

MISC EXAM

REFERENCE#: 20040627000944

ACCOUNT #: 0651-651-6511295-1998

SHORT FORM DEED OF TRUST

(With Future Advance Clause) DATE AND PARTIES. The date of this Short Form Deed of Trust ("Security Instrument") is 05/07/2004 and the parties are as follows:

TRUSTOR ("Grantor"). KA DIANE J. TEMPLIN, AN UNMARRIED WOMAN

whose address is: ESCONDIDO, CA,

AMERICAN SECURITIES COMPANY TRUSTEE: BOX 31007

BILLINGS, MT 59107

State of California

BENEFICIARY ("Lender"): WELLS FARGO BANK, N.A. U. BUX 31667

BILLINGS, MT 59107

CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of RIVERSIDE

State of California, described as follows:

LOT 95 UNIT G OF COUNTRY CLUB HEIGHTS, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 18, PAGE(S) 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

with the address of 16377 ARNOLD AVE LAKE ELSINORE, CA 92530 and parcel number of 378-212-026 together with all rights, easements, and parcel number of 378-212-025 together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

EQ206A (06/2002)

3. MAXIMUM OBLIGATION LIMIT ANI	CECHDEN NEDT The to	tel amount which this County.
<ul> <li>Instrument will secure shall not exceed \$25.</li> <li>as set forth in the promissory note, revolving debt ("Secured Debt") of even date herewith other documents which are incorporated by remaining the secure of the secure o</li></ul>	line of credit agreement, contra h, and all amendments, extensi eference into this Security Instru	ith all interest thereby accruing, at, guaranty or other evidence of ons, modifications, renewals or
maturity date of the Secured Debt is 05/07/ 4. FICTITIOUS DEED OF TRUST. By the d that all provisions and sections of the Fict recorded on Fabruary 6, 1997 as In	2044 elivery and execution of this Se itious Deed of Trust, inclusive strument Number 04 1393 at the Office of the Recorder of F	curity Instrument, Grantor agrees c, dated February 1, 1997 and in Book N/A at
<ol><li>RIDERS. If checked, the following are agreements of each of the riders checked be of this Security Instrument.</li></ol>		
N/A Third Party Rider N/A Leasehold Rider N/A Other N/A		
SIGNATURES: By signing below, Grantor a Security Instrument. Grantor also acknowledges contained in the previously recorded Fictitious undersigned Grantor requests that a copy of A hereunder be mailed to the Grantor's address give	receipt of a copy of this docum Deed of Trust (the Deed of Tr NY NOTICE OF DEFAULT	ent and a copy of the provisions ust-Bank/Customer Copy). The
Neine B Temple		(5-7-04)
DIANE B TEMPLIN ANA DYANE.	J-TEMAIN Gran	or Date
	Gran	or Date
	Gran	or Date
	Gran	or Date
	Gran	or Date
ACKNOWLEDGMENT (All-Purpose):	Grant	or Date
STATE OF COLITORNIA, C	OUNTY OR DO HEG fore me, the undersigned, a No	Ss. ary Public in and for said State,
personally appeared B-Templin	AKA DIANE.	1 TEHPLINI
personally known to me -OR-	- proved to me on the	basis of satisfactory evidence/ to
be the person(c) whose name(s) is age subscible/the/they executed the same in his/he/tiper a the instrument the person(c), or the entity upon the instrument the person(c).	uthorized canacity(ies), and that	t by his/her/their signature(s) on
WITNESS my hand and official seal.		
Simon Misch RIM		

EQ206B (06/2002)

Name: XUCO LYON (type or printed) My Commission expires: MG



(Seal)

Created By: genniea Printed: 8/29/2010 10:36:05 AM PST

Exhibit IV

Recording Requested by: Wells Fargo Bank, N.A.

2007-0485986 07/26/2007 08:00A Fee:9.00 Recorded in Official Records County of Riverside Larry W. Ward County Clerk & Recorder

#### RETURN TO THE TRUSTOR:

DIANE BEALL TEMPLIN 1016 CIRCLE DR ESCONDIDO, CA 92025-4511

QEED OF RECONVEYANCE

Account Number: 65165165112951XXX TC

The undersigned as Trustee under that certain Deed of Trust described as follows:

Dated: 05/07/2004 County of:

Riverside

Recorded: 06/03/2004

State of: California

Page: N/A

Fee / Doc No.:

2004-0422788

Book: N/A

Trustor: Trustee:

DIANE B TEMPLIN AKA DIANE J. TEMPLIN, an unmarried woman

American Securities Company Wells Fargo Bank, N.A> Beneficiary:

Having received from the present Beneficiary under said Deed of Trust, a written request to reconvey, reciting that the obligations secured by the Deed of Trust have been fully satisfied, does hereby grant, bargain, sell and reconvey, unto the parties entitled thereto all right, title and interest which was heretofore acquired by said Trustee under said Deed of Trust.

Dated: 07/11/2007

American Securities Company

Toni Walters, VP Loan Documentation

#### STATE OF MONTANA COUNTY OF YELLOWSTONE

On 07/11/2007 before me, Jonna L Denson, a Notary Public, personally appeared Toni Walters, VP Loan Documentation of American Securities Company, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the Instrument. WITNESS my hand and official seal.

Donna/L Denson

Notary Public for the State of Montana Residing at Park City, Montana

My commission expires: 10/10/2010 Wells Fargo Bank, N.A., 2324 Overland Ave

Billings, MT 59102 866-255-9102



DOC # 2009-0370886 07/17/2009 08:000 Fee:22.00

Page 1 of 73
Recorded in Official Records
County of Riverside
Larry W. Ward
ssessor, County Clerk & Recorder

Return Address:

DIANE JOAN BEALL 16377 ARNOLD AVENUE LAKE ELSINORE, CALIFORNIA 925320 P. II PAGE SIZE DA MISC LONG PED

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Grantor: DIANE JOAN BEALL

Grantee: Diane Joan Beall

July 09, 2009



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FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02) International Association of Commercial Administrators (IACA)

# **GOVERNMENT CODE 27361.7**

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of The Notary:	Jusar	i Tyon	
Commission Number:		14/431	3
County Where Bond is Filed:	Sa	n Diego	
Commission Expires:		5/25/	107
Manufacturer or		Gle	3P/
Date & Place of Notary Execution	sides of the notary seal border) $5/7/04$	San Dell County, &	/ <b>\</b>
Signature:	$\overline{\rho}$	LLQ WELLS FARGO	BANK, N.A.
Date & Place of This Execution:	5/	3/04 Maricopa County	



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CC FINANCING STATEMENT AMENDME	END		٠		
NAME & PHONE OF CONTACT AT FILER [optional]					
SEND ACKNOWLEDGMENT TO: (Name and Address)					
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[RECORDING REQUESTED BY]
NATIONWIDE TITLE CLEARING
[AND WHEN RECORDED MAIL TO]
OneWest Bank, FSB
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: 2723036

DOC # 2010-0109646
03/10/2010 08:00A Fee:18.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry U. Hard
Assessor, County Clerk & Recorder

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#### CORPORATE ASSIGNMENT OF DEED OF TRUSD

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVED FOR INDYMAC FEDERAL BANK, FSB. SUCCESSOR TO INDYMAC BANK, F.S.B., WHOSE ADDRESS IS 6900 BEATRICE DR., KALAMAZOO, MI 49009, (ASSIGNOR),, by these presents does convey, grant, sell, assign, transfer and set over the described Deed of Trust together with the certain note(s) described therein, without recourse, representation or warranty, together with all right, title and interest secured thereby, all liens, and any rights due or to become due thereon to OneWest Bank, FSB. WHOSE ADDRESS IS 888 E. WALNUT STREET, PASADENA, CA 91101, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed made by DIANE J. TEMPLIN and recorded on 07/25/2003 as Inst# 2003-560852 in Book , Page in the office of the RIVERSIDE County Recorder, California.

Property more commonly known as: 16377 ARNOLD AVENUE, LAKE ELSINORE, CA 92530

This assignment it made without recourse, representation or warranty, express or implied by the FDIC in any capacity.

Dated:01/21/2010

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB, SUCCESSOR TO INDYMAC BANK, F.S.B.

By:\_

BRYAN BLY ATTOPHEN-IN-FACT

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21st day of January in the year 2010 by BRYAN BLY, well known to me to be the ATTORNEY-IN-FACT of FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB, SUCCESSOR TO INDYMAC BANK, F.S.B., a corporation, on behalf of the corporation.

CRYSTAL MOORE DD 927242 Notary Public

My Commission expires: 09/23/2013

Prep by: Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

OWBAS 10741382 CJ2412180

\*10741382\*

CRYSTAL MOORE
Notary Public, State of Florida
Commission # DD 927242
Expires September 23, 2013
Bonded Through National Notary Assn.

form5/FRMCA1

ZON



Glenn M. Perrell Atty @ law

Recording requested by: Quality Loan Service Corp

When recorded mail to: Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101 DOC # 2010-0241020 05/25/2010 08:00A Fee:27.00

Recorded in Official Records County of Riverside Larry W. Ward



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TS # CA-10-363459-TC

Order #

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL

UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION. YOU

may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account (normally five business days prior to the date set for the sale of your property). No sale may be set until three months from the date this notice of default is recorded (which date of recordation appears on this notice). This amount is: \$2,517.85 as of 5/24/2010 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgage may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgage may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgages will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgages may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

OneWest Bank, FSB C/O Quality Loan Service Corp 2141 5th Avenue San Diego, CA 92101 619-645-7711

PXID ID IT I

TS No.: CA-10-363459-TC

#### Notice of Default and Election To Sell Under Deed of Trust

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That the undersigned is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 7/20/2003, executed by DIANE J. TEMPLIN, AN UNMARRIED WOMAN, as Trustor, to secure certain obligations in favor of INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK A FEDERAL SAVINGS BANK, as beneficiary recorded 7/25/2003, as Instrument No 2003-560852, D Book xxx, Page xxx of Official Records in the Office of the Recorder of RIVERSIDE County, California describing land therein: as more fully described in said Deed of Trust.

Said obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$144,800.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 1/1/2010, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or Insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of trust, has executed and the present beneficiary under such deed of trust, has executed and NOTICE IS HEREBY GIVEN: That the undersigned is either the original trustee, the duly appointed

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Delault and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The Beneficiary or its designated agent declares that it has contacted the borrower, tried with due diligence to contact the borrower as required by California Civil Code § 2923.5, or the borrower has surrendered the property to the beneficiary or authorized agent, or is otherwise exempt from the requirements of § 2923.5. Pursuant to the attached declaration incorporated herein and made a part hereof by this reference.

Dated: 5/24/2010

Quality Loan Service Corp. AS AGENT OR BENEFICIARY BY: LSI IIII Company, as Agent Company, as Agent By: EncR

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL DE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

DIANE TEMPLIN 1003561436

### DIANE TEMPLIN

#### DECLARATION PURSUANT TO CAL. CIV, CODE SECTION 2923.5(b):

The undersigned mortgagee, beneficiary or authorized agent hereby declares under penalty of perjury, under the laws of the State of California, as follows:

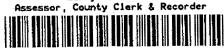
Ø	discuss to avoi	ortgagee, beneficiary or authorized agent has contacted the borrower of the borrower's financial situation and to explore opious for the borrower of foreclosure in compliance with Cal. Civ. Code Section 2923.5. Thirty of more have elapsed since the borrower was contacted.
	options Section	ortgagee, beneficiary or authorized agent has tried with due diligence to the borrower to discuss the borrower's financial situation and to explore a for the borrower to avoid foreclosure as required by Cal. Civ. Code 2923.5. Thirty days or more have elapsed since these due diligence efforts completed.
		ortgagee, beneficiary or authorized agent was not required to comply with v. Code Section 2923.5 because:
		the borrower has surrendered the property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, trustee, beneficiary or authorized agent.
		the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their contractual obligations to mortgagees or beneficiaries.
		the borrower has filed for bankruptcy, and the proceedings have not yet been finalized.
		INDYMAC MORTGAGE SERVICING
	Dute	3/4/2010 By: An Crerp

Recording requested by:

When recorded mail to:

Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101 619-645-7711 DOC # 2010-0316603 07/07/2010 08:00A Fee:24.00 Page 1 of 3

Recorded in Official Records County of Riverside Larry W. Ward



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TS #: CA-10-363459-TC

1003561436

Order # 100318009-CA-DCI

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24 T 025

# Substitution of Trustee

WHEREAS, DIANE J. TEMPLIN, AN UNMARRIED WOMAN was the original Trustor, FIRST AMERICAN TITLE INSURANCE COMPANY was the original Trustee, and INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK A FEDERAL SAVINGS BANK was the original Beneficiary under that certain Deed of Trust dated 7/20/2003 and recorded on 7/25/2003 as Instrument No. 2003-560852, in book xxx, page xxx of Official Records of RIVERSIDE County, CA; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee, or Successor Trustee, thereunder, in the manner provided for in said Deed of Trust,

NOW, THEREFORE, the undersigned hereby substitutes QUALITY LOAN SERVICE CORPORATION as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Page 1

Substitution of Trustee - CA TS # CA-10-363459-TC Page 2

# See Attached "Exhibit A"

	••
Dated: 6-10-10	One West Bank, FSB
	By: Suchan Murray
State of) County of	Authorized Signatory
On Suchan Murray who proved to me on the whose name(s) is/are subscribed to the within instrumexecuted the same in his/her/their authorized capacity instrument the person(s), or the entity upon behalf of the same in the person of the entity upon behalf of the same in the person of the entity upon behalf of the same in the person of the entity upon behalf of the same in the person of the entity upon behalf of the same in the person of the entity upon behalf of the same in the person of the entity upon behalf of the same in the same in the person of the same in the	basis of satisfactory evidence to be the person(s) nent and acknowledged to me that he/she/they y(ies), and that by his/her/their signature(s) on the
I certify under PENALTY OF PERJURY under the law foregoing paragraph is true and correct.	s of the State of Texas that the
WITNESS my hand and official seal. Signature / athurans ) Snadloch	(Seal)  KATHERINE AMY SCOTT BRADDOCK Notary Public, State of Texas My Commission Expires May 20, 2014

# Exhibit "A" Affidavit of Mailing for Substitution of Trustee By Code

TS No.: CA-10-363459-TC

Trustor: DIANE J. TEMPLIN, AN UNMARRIED WOMAN

1, Sandy Lopez, declare: That I am an employee of Quality Loan Service Corp., an agent for beneficiary, whose business address is:

2141 5th Avenue San Diego, CA 92101

I am over the age of eighteen years and in accordance with California Civil Code Section 2934, I caused a copy of the attached Substitution of Trustee to be mailed, in the manner provided in Section 2924(b) of the Civil Code of the State of California, to the trustee of record under the Deed of Trust described in said Substitution and to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Diego, CA on 6/18/2010.

Sandy Lopez

Quality Loan Service Corp.

When recorded mail to: Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101

2010-0410987 08/27/2010 08:00A Fee:21.00 1 of 2

Recorded in Official Records County of Riverside Larry W. Ward

County Clerk & Recorder

TS # CA-10-363459-TC

Order #/100318009-GA-DCI

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NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 7/20/2003. UNLESS YOU TAKE ACTION TO PROTEC YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE O THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

#### BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s):

DIANE J. TEMPLIN, AN UNMARRIED WOMAN

Recorded:

7/25/2003 as Instrument No. 2003-560852 in book xxx, page xxx of Official Records in the office of the Recorder

of RIVERSIDE County, California;

Date of Sale:

9/17/2010 at 10:00 AM

Place of Sale:

At the Main Street entrance to the County Courthouse, 4050 Main Street, Riverside, CA 92501

Amount of unpaid balance and other charges \$135,818.65 The purported property address is:

16377 ARNOLD AVE

**LAKE ELSINORE, CA 92530** 

Assessors Parcel No. 378-212-025-8

The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, please refer to the referenced legal description for property location. In the event no common address or common designation of the property is provided herein directions to the location of the property may be obtained within 10 days of the date of first publication of this Notice of Sale by sending a written request to OneWest Bank, FSB 2900 Esperanza Crossing Austin TX

Pursuant to California Civil Code §2923.54 the undersigned, on behalf of the beneficiary, loan servicer or authorized agent, declares as follows:

1 The mortgage loan servicer has obtained from the commissioner a final or temporary orgenaf exemption pursuant to Section 2923.53 that is current and valid on the date the notice of sale is filed;

[2] The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does not apply pursuant to Section 2923.52.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

Date: 8/26/2010

Quality Loan Service Corp.

2141 5th Avenue San Diego, CA 92101

619-645-7711 For NON SALE information only

Sale Line: 714-730-2727 or Logip 10: www.fidelityasap.com

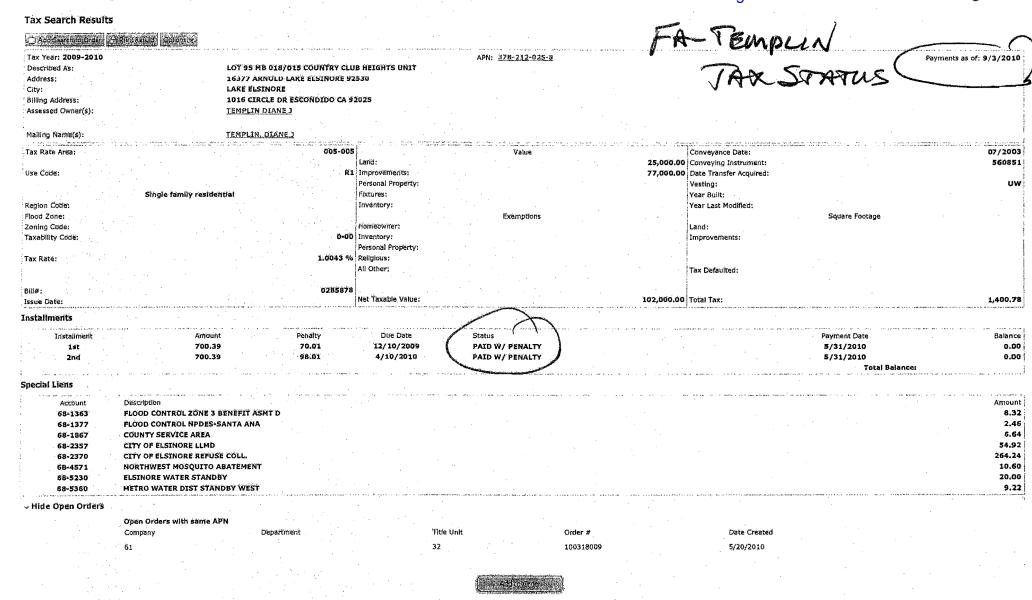
Reinstatement Line: (877),908 4357

Quality Loan Service Corp by: Ronald Alonzo as Authorized Agent.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE, ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.



Case 3:10-cv-01900-IEG -WVG Document 23-3 Filed 02/24/11 Page 28 of 35

**Property Search Results** 

C/ARd Seeph Morray - A Replace In post 2 C | Direct 1994 | System of

- Hide Open and Closed Orders

Open and Closed Orders with same Legal Description

CHAIN OF TITLE

Title Unit Date Created Starter Remarks Lender Processing Services Default Title livine ĎС 100318009 5/21/2010 Open

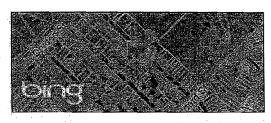
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	*	Rec Date	Doc ID	CI A	Doc Type	1st Party	2nd Party .	Legal	Remarks
	3	1/2/1980	and the second s		. FR	BASE-ARB		Bk 378 Pg 21 Blk 212	Rem: LOTS 1 - 34
<b>8</b> *	18	9/9/1980	163238		DE	DIRECTIONS WE	TALBERT WILLIAM R JR&SALLY (II)	Bk 378 Pg 21 Blk 212 Pcl 25	Rem: DDS
園 ×	. 19	9/9/1980	163239	1	TD	TALBERT WAS	COLDWELL BANKER RESIDENTIAL	Bk 378 Pg 21 Blk 212 Pcl 25	Amt: \$60,000, Rem: DTR COLDWELL BANKER RE
∰ ×	21	10/16/1980	191469	1	AS		and the second s	Bk 378 Pb 21 Blk 212 Pcl 25	Ref: 9/9/1980 163239, Rem: 090980 163239 ASG
® ×	24	12/21/1981	234599	1	αť		the state of the s	Bk 378 Pg 21 Blk 212 Pct 25	Ref: 9/9/1980 163239, Rem: 090980 163239 SU8
X III	. 25	, 12/21/1981	234600	1	ND	The state of the s		Bix 378 Pg 21 Blix 212 Pd 25	Ref; 9/9/1980 163239, Rem; 090980 163239 DEF
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割 ×	30	4/27/1982	71077	1	NO	FED NATL MTG	TALBERT WILLIAM R JR&SALLY	Bk 378 Pg 21 Blk 212 Pcl 25	Ref: 9/9/1980 163239, Rem: NOS 09/09/80DTR#163239
<b>翻</b> ×	20	10/3/1980	181731	2	ТО	TALBERT WAS	COLDWELL BANKER RESIDENTIAL	Bk 378 Pg 21 Blk 212 Pcl 25	Amt: \$60,000, Rem: DTR COLDWELL BANKER
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Z x	29	4/27/1982	· 71077	2	NO-			Bk 378 Pg 21 Blk 212 Pcl 25	Ref: 10/3/1980 181731, Rem: 100380 181731 NOS
图 X	31	4/27/1982	71077	2	NO	FED NATL MTG	TALBERT WILLIAM R JRASALLY®	Bk 378 Pg 21 Blk 212 Pcl 25	Ref: 10/3/1980 181731, Rem: NOS 10/03/80DTR#181731
	4	4/30/1981			GT	2×3 TO×35€	•	Bk 378 Pg 21 Blk 212	Rem: LOTS 2 - 3
E)	22	6/3/1981			PΥ	<u>.</u> @	-IF	Bk 378 Pg 21 Blk 212 Pcl 25	Co: FID, LC: *, Rem: ### 46519
	<sup>°</sup> 23	12/17/1981			PY	-@	-(ē)	Bk 378 Pg 21 Blk 212 Pct 25	Co: FID, LC: *, Rem: ### 47695
EJ.	. 27	12/23/1981			PY ··	<u>ه</u> اـ	JĀ.	Bk 378 Pg 21 Blk 212 Pcl 25	Co: FID, LC: *, Rem: ### TSG47760
<b>*</b>	32	6/11/1982	100528		DE	FEDL NATL MOLE.	FEDL NATL MTG ASSOC	Bk 378 Pg 21 Blk 212 Pc 25	. Rem: TRD 80DTR181731&163239
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题 +	. 78	7/25/2003	560851		DE	NIETZEN FERNANDO ETUX	TEMPLIN DIANE	Bk 378 Pg 21 Blk 212 Pet 25	Co: CTL, Amt: 199.10F, Est Prch: \$181,000.00
翻×	79	7/25/2003	560852	16	· то -	TEMPLIN DIANE(P)	INDYMAC BE	Bk 378 Pg 21 Blk 212 Pd 25	Amt: \$144,800, Co: CTL
<b>國 ×</b>	86	3/10/2010	109646	16	AS	Templin Diane	,	Bk 378 Pg 21 Blk 212 Pcl 25	Ref: 7/25/2003 560852, Rem: 07/25/03- 560852 TD
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·图×	8B	7/7/2010	316603	16	TD	TEMPLIN DIANE(9)		Bk:378 Pg 21 Blk 212 Pcl:25	Ref: 7/25/2003 560052, Rem: 07/25/03 560852 SUB/TD
<b>通×</b>	89	8/27/2010	410987	16	NO	TEMPLIN DIANE	QUALITY LN SVCE	Bk 378 Pg 21 Blk 212 Pcl 25	Ref: 7/25/2003 560852, Rem: 07/25/03 560852 NOS/TD
图 2	81	6/3/2004	422788	17	ďΩ	TEMPLIN DIANE ETAL®	WELLS FARGO	Bk 378 Pg 21 Blk 212 Pct 25	Amt: \$25,000
圈 🗸	82	7/26/2007	485986	17	RL .	TEMPLIN DIANE ETAL®		Bk 378 Pg 21 Blk 212 Pcl 25	Ref: 6/3/2004 422788, Rem: 06/03/04 422788 TD
E	14	12/31/2005	The state of the s		. GT	. GT 40€	4,	Bk 378 Pg 21 Blk 212	Rem: LOTS 20 - 21
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2 ×	83	7/17/2009	370886		сс	TEMPLIN DIANE ETAL(2)	TEMPLIN DIANE ETAL®	Bk 378 Pg 21 Blk 212 Pcl 25	
<b>图 X</b>	. 84	7/17/2009	370887		СС	Woodrupp Michael	woodruff michael@	Bk 378 Pg 21 Blk 212 Pcl 25	
圆,x	85	7/17/2009	370888		cc	WOODRUFF JOHN	WOODRUFF JOHN	Bk 378 Pg 21 Blk 212 Pcl 25	Rem: AMD/CC
E) x	17	5/20/2010	100318009		OR	61 32 100318009 052010 05(8)		Bk 378 Pg 21 Blk 212 Pcl 25	Co: TAT
	Account to				* 1		** * ** ,	gr	

Q View: Condensed | Expended

# **Property Detail Report**

Subject Property

16377 Arnold Ave Lake Elsinore, CA 92530-4817 **Riverside County** 





Owner Info:

Preforeclosure

Owner Name: Templin Diane J

Tax Billing Address: 1016 Circle Dr

Tax Billing City & State: Escondido CA

Tax Billing Zip: 92025

Tax Billing Zip+4: 4511

Recording Date: 07/25/2003

Annual Tax: \$1,401

County Use Code: Single Fam Resid

Universal Land Use (SFR)

Location Info:

Subdivision: Country Club Heights Unit G

Zoning: R1

Census Tract: 430.05

Flood Zone Code: X

Flood Zone Panel: 0606362053F

School District: Lake Elsinore

Map Coordinates: 865-J2

Carrier Route: C023

Flood Panel Date: 08/18/2003

Tax Info:

Tax ID: 378-212-025

Alt APN: 378-212-025

Tax Year : 2009

Annual Tax: \$1,401

Assessment Year: 2009

Improved Assessment: \$77,000

Total Assessment: \$102,000

% Improv: 75%

Tax Area: 5005

Legal Description: Lot 95 Mb 018/015 Country

Club Heights Unit G

Lot Number: 95

Characteristics:

Lot Frontage: 60

Land Assessment: \$25,000

Lot Depth: 83

Lot Acres: .11

Garage Type: Garage/Carport

Style: Contemporary

Roof Material: Composition Shingle

Construction: Frame

Exterior: Stucco

Bedrooms: 3

Full Baths: 2

Fireplaces: 1

Equipment: Range Oven, Dishwasher,

Disposal

Cooling Type: Central

Heat Type: Central

Lot Sq Ft: 4791.6

Garage Sq Ft: 400

Building Sq Ft: 4,236

Stories: 1

Condition: Average

Total Rooms: 5

Total Baths: 2

Year Built (1980)

Water: Type Unknown

Sewer: None

Last Warket Sale:

Sales History:

Recording Date: 07/25/2003

Settle Date: 06/30/2003

\$181,000 Sale Price

Document No: 560851

Deed Type: Grant Deed

Owner Name: Templin Diane J

Seller: Nietzen Fernando A &

Yvette M

Price Per Sq Ft: \$146.44

Less History

http://realist2.firstamres.com/searchbasic

8/29/2010

Realist	Case 3:10-cv-01900-	IEG -WVG	Document 23-3	Filed 02/24/11 F	Page 30 of 35
	Recording Date 07/25/200	)3	04/28/2000	05/30/1995	08/25/1994
~~	Sale Price \$181,000	\	\$97,500	\$60,000	
	Sale/Tax Stamp Type   Full	\	Full	Full	
**	Buyer Name : Templin	Diane J	Nietzen Fernando A & Yvette M	Campbell Rodney L	Secretary Of Veterans Affairs
	Buyer Name 2:	•	Nietzen Yvette M		
•	Seller Name : <b>Nietzen</b> I <b>Yvette M</b>	,	Campbell Rodney L	Secretary Of Veterans Affairs	Hanson Neal B
	Document No: 560851	•	161234	171665	331819
···	Document Type: Grant De	eed	Grant Deed	Deed (Reg)	Corporation Grant Deed
	Recording Date: 08/25/19	9.4.	11/23/1988	05/14/1984	06/00/1982
*, *	Sale Price : \$79,929		\$95,000	\$1,000	\$60,000
	Nominal:		<b>\$33,000</b>	Υ	φου,υυυ

Full

Rebecca J

344065

**Grant Deed** 

Hanson Rebecca J

Johnson Joe Harris

Buyer Name: Norwest Mortgage Inc Hanson Neal B &

Document Type: Trustee Deed

Sale/Tax Stamp Type:

Buyer Name 2:

Mortgage History: Mortgage Date: 06/03/2004 07/25/2003 04/28/2000 02/25/1998 Mortgage Amt: \$25,000 \$144,800 \$97,173 \$82,800 Mortgage Lender: Wells Fargo Bk Indymac Bk Fsb Trust 1 Mtg Corp Headlands Mtg Inc Mortgage Type: Conventional Conventional Conventional Borrower 1: Templin Diane B Templin Diane J Nietzen Fernando A & Campbell Rodney Yvette M

Full

100296

Deed (Reg)

Johnson Joe F

Musich Douglas A

**Partial** 

Terans

103072

Federal Nati Mortgage Assn

Deed (Reg)

Administrator Of Ve

Foreclosure History:

Document Type: Notice Of Default

Seller Name: Hanson Neal B

Document No: 331818

Default Date: 05/24/2010

Foreclosure Filing Date: 05/24/2010

Recording Date: 05/25/2010

Document Number: 000000241020

Default Amount: \$4,618

Original Doc Date: 07/25/2003

Original Doc Number: 000000560852

Courtesy of Charles Koppa Sandicor

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Page 2 of 2

#### **Property Comps**

## Comparable Sales Candidates For 16377 Arnold Ave Lake Elsinore, CA 92530-4817

Properties Returned: 15

	Address	City State Zip	Recording Date	Sale Price	Price Per Sq Ft	Lot Sq Ft	Building B	edrooms	Total Baths	Dist (miles)	Map Coordinates	Total Assessment	Assessed Value Ratio
1 💯	250 White Oak Rd	Lake Elsinore CA 92530	02/14/2003	165,000	\$156.10	6969.6	1,057	2	2	.308983	865-H2	\$97,000	1.70
2	218 Broadway St	Lake Elsinore CA 92530	02/28/2003	190,000	\$127.86	7405.2	1,486	4	2	.40534	865-H2	\$137,000	1.39
3	252 Lauren Ct	Lake Elsinore CA 92530	06/11/2003	179,000	\$129.06	6969.6	1,387	3	2	.420803	865-H2	\$128,000	1.40
4	281 White Oak Rd	Lake Elsinore CA 92530	03/31/2003	130,000	\$90.15	6,534	1,442	3	2	.462213	865-H2	\$146,206	.0.89
5	273 Driftwood Ct	Lake Elsinore CA 92530	04/01/2003	176,000	\$148.27	10018.8	1,187	.3	2	.467513	865-H2	\$137,000	1.28
6	248 Southshore Dr	Lake Elsinore CA 92530	01/15/2003	172,000	<b>\$</b> 136.94	10,890	1,256	3	2	.559505	865-H2	\$154,000	1.12
7	199 N Pennsylvania St	Lake Elsinore CA 92530	06/26/2003	\$225,500	\$171.35	9583.2	1,316	3 .	2	.566951	865-H2	\$145,000	1.56
8	224 Northshore Dr	Lake Elsinore CA 92530	01/17/2003	183,000	\$145.70	10018.8	1,256	3	2	.673807	865-G2	\$154,000	1.19
9 🐼	217 Beachwood Dr	Lake Elsinore CA 92530	01/31/2003	\$160,000	\$127.39	10018.8	1,256	3	, 2	.696613	865-G2	\$153,000	1.05
10 🛅	120 S Massachusetts S	t Lake Elsinore CA 92530	03/21/2003	\$200,000	\$151.98	8276.4	1,316	3	. 2	.7481	865-G2	\$159,000	1.26
11 図	166 N Nebraska St	Lake Elsinore CA 92530	002/14/2003	\$197,000	\$129.52	6969.6	1,521	3	2	.788818	865-G2	\$139,000	1.42
12 😿	669 Walnut Dr	Lake Elsinore CA 92530	0 04/22/2003	\$90,000	\$71.54	1742.4	1,258	2	2	.848315	865-J3	\$80,000	1.12
13 🖭	29212 Northpointe St	Lake Elsinore CA 92530	0 06/05/2003	\$230,000	\$151.32	11325.6	1,520	<b>.3</b> .	2	.984134	865-G2	\$172,000	1.34
4 🔟	29330 Schooner Ln	Lake Elsînore CA 92530	0 03/04/2003	\$200,000	\$146.84	7840.8	1,362	3	2	1.083136	865-G3	\$184,000	1.09
15 🛅	29331 Schooner Ln	Lake Elsinore CA 92530	0 04/30/2003	\$217,272	\$142.94	8276.4	1,520	3	2	1.086534	865-G3	\$183,000	1.19
13 🗇	29330 Schooner Ln	Lake Elsinore CA 92530 Lake Elsinore CA 92530	0 06/05/2003	\$230,000 \$200,000	\$151.32 \$146.84	11325.6 7840.8	1,520 1,362	3	-2	1.083136	865-G3	\$184,000	1.0

Courtesy of Charles Koppa Sandicor

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

7/16,00

1236 Sulti \$164,000 613003 613003 Comparable Sales For

Projected Values Calculated by:

\$141,608.52

by:

Sq Footage
\$141,608.52

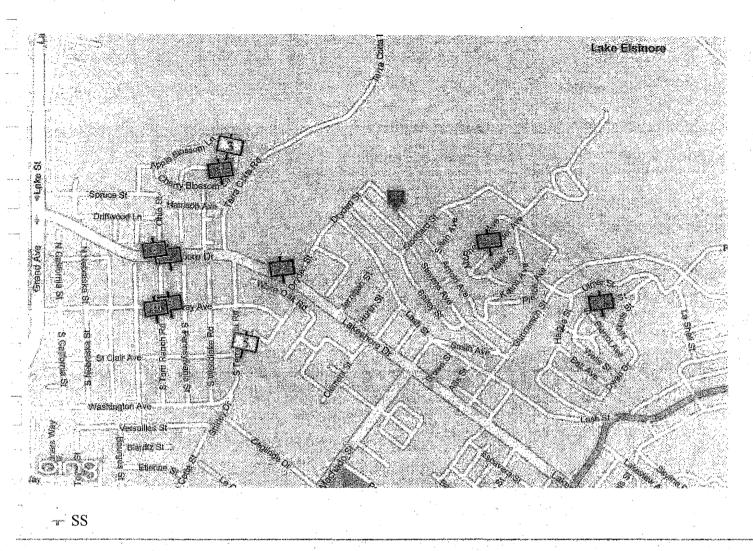
## Comparable Statistics:

The second secon	Subject Property	High	Low	Median	Average
Sq Footage	1,236	1,370	1,056	1,246	1,236
Sale Price	\$181,000.00	\$165,000.00	\$100,000.00	\$141,500.00	\$141,200.00
Price/Sq Footage	\$146.44	\$134.47	\$89.29	\$118.84	\$114.57

#### Summary

	Address	City State Zip	Recording Date	Sale Price	Price Per Sq Ft	Lot Sq Ft	Building Sq Ft	Radroome	Total Baths		Map Coordinates	Total Assessment	Assessed Value Ratio
1.	29364 Gunder Ave	Lake Elsinore CA 92530	03/31/2010	\$100,000	\$89.29	6098.4	1,120	3	2	.261747	865-J2	\$93,695	1.07
2.	230 White Oak Rd	Lake Elsinore CA 92530	03/30/2010	\$140,000	\$106.38	6,534	1,316	3	2	.345613	865-H2	\$145,602	0.96
3.	3556 Cherry Blossom Ln	Lake Elsinore CA 92530	04/05/2010	\$165,000	\$120.44	6098.4	1,370	3	2	.437368	865-H1	\$165,693	1.00
4.	3515 Cherry Blossom Ln	Lake Elsinore CA 92530	04/01/2010	\$144,000	\$122.34	6098.4	1,177	3	2	.44899	865-H1	\$159,000	0.91
5.	264 S Terra Cotta Rd	Lake Elsinore CA 92530	04/14/2010	\$135,000	\$102.58	9147.6	1,316	3	2	.537854	865-H2	\$145,000	0.93
6.	29254 Pierrot Ave	Lake Elsinore CA 92530	04/07/2010	\$135,000	\$100.67	5662.8	1,341	3	2	.577311	866-A2	\$173,287	0.78
7.	174 N Torn Ranch Rd	Lake Elsinore CA 92530	06/21/2010	\$155,000	\$117.78	7405.2	1,316	3	2	.610617	865-H2	\$144,000	1.08
8.	191 N Torn Ranch Rd	Lake Elsinore CA 92530	04/28/2010	\$155,000	\$131.80	7405.2	1,176	3	2	.630708	865-H2	\$148,000	1.05
_9.	132 S Torn Ranch Rd	Lake Elsinore CA 92530	08/06/2010	\$142,000	\$134.47	7405.2	1,056	3	2	.637735	865-H2	\$156,000	0.91
10	.145 S Torn Ranch Rd	Lake Elsinore CA 92530	05/25/2010	\$141,000	\$119.90	7840.8	1,176	3	2	.676366	865-H2	\$163,000	0.87

# Realist Map



# Realist

# Details

Page 3 of 6

Details			•	GN GN
	Subject	Comp#1	Comp#2	Comp#3
leat Type	Central	Central	Central	Central
Building Sq Ft	1,236	1,120	1,316	1,370
.ot Sq Ft	4791.6	6098.4	6,534	6098.4
Total Baths	2	2	2	2
ot Depth	83	80	mentalistigrammingstatement in envision to our ten entra constitution to the reserving	processing and the second seco
.ot Frontage	60	160	**************************************	The state of the s
Roof Material	Composition Shingle	Composition Shingle	Tile	Tile
Stories	1	11	1	11
County Use Code	Single Fam Resid	Single Fam Resid	Single Fam Resid	Single Fam Resid
Garage Capacity	<ul> <li>รัฐการกระเหมือนการแห่งสมบาทการแผนของค่องเหมือนครั้งคืออาการ (คอการแห่งของสมบาทการและสมบาทการ (คอการกระเหมือนการกระเหมือนการครั้งคอการกระเหมือนการกระ การกระเหมือนการกระเ การที่สามารถสามารถเหมือนการที่สามารถสามารถานการที่สามารถสามารถสามารถสนารถสามารถสนารถสนารถสนารถสนารถสนารถสนารถส</li></ul>	verm alter kommissionen und men men eine eine men eine men eine men eine men eine men eine men eine eine	mananan mananan anta an manan mananan m	ar and the manifestation of the second of th
Sale Price	\$181,000	\$100,000	\$140,000	\$165,000
Style	Contemporary	e-specific and in the specific security and the security in the second security in the second security in the second seco	man paper un aparat de company de la company de company de company de company de company de company de company	ant separatificação portar de maissa proportio de companda de la c
Total Rooms	is 5	view maren, sama maremeno ciempo un maiori como marine como marine de la como marine della como marine	en territoria de la comercia distante estre en sensione desprime commissione commensario, en con communes de c El commensario de la communicación	INTERNATION PROPERTY AND EXPERIENCE OF THE PROPERTY SERVICE AND
Subdivision	Country Club Heights Unit G	Country Club Heights Unit B		samentale commence of the experimental experiment of the experimen
School District	Lake Elsinore	Lake Elsinore	Lake Elsinore	Lake Elsinore
Bedrooms	3	3	3	3
Cooling Type	Central	Central	Central	Central
Address	16377 Arnold Ave	29364 Gunder Ave	230 White Oak Rd	3556 Cherry Blossom Ln
Condition	Average	and the second second of the second s	na na mana na m	and the second s
Total Units	nor e la minima de la companione de la comp	grant pid - v proteine sam a trace y teles per esta pro- esta constituidad de samente. Esta constituidad esta M	and the second section of the second	Andrew Communication and Andrews and Andrews and the first of the firs
<i>N</i> ater	Type Unknown	Type Unknown	Type Unknown	Type Unknown
Tax ID	378-212-025	378-192-031	389-343-002	389-364-014
Full Baths	2	2	2	2
Pool	The second secon	· · · · · · · · · · · · · · · · · · ·	A 200	Pool
Map Coordinates	865-J2	865-J2	865-H2	865-H1
Garage Type	Garage/Carport	Garage/Carport	Garage/Carport	Garage/Carport
Exterior	Stucco		Manufacture of the second seco	AND CONTROL OF THE PROPERTY OF
Recording Date	07/25/2003	03/31/2010	03/30/2010	04/05/2010
Universal Land Use	SFR	SFR	SFR	SFR
Annual Tax	\$1,401	\$1,039	\$1,721	\$1,957
A 1 11 - 1 - 1000 B 1 - 11 - 1	91,401	\$1,033	5413121	1
Fireplaces	<ol> <li>Том структической подрагательной подрагательном подр</li></ol>	261747	.345613	437368
Dist (miles) Price Per Sq Ft	**************************************	\$89.29	\$106.38	\$120.44
	ana alak minanci kalam kana se maren caren en ez contecentra en esta sur esta de esta de esta en esta en esta e	and company to the comment of the co	15	.14
Lot Acres	11		ananamaken anamana a sanamana anamanan anamana a ara-ara-ara-	payanna ang ng mg mg ng
Sewer	None	Type Unknown	Type Unknown	None

# **FREQUENTLY ASKED QUESTIONS**

- Why HERSid Financial Autopsy Reports? A: 1 in 2 homes owe more on their mortgages than their home is worth at today's depressed values. Homeowners need ideas to correct their personal situation. To determine which options are next, they must review where they have been!
- 2. Who needs one or more Autopsy Report?
  - a. Many borrowers who financed a mortgage in the past 10 years.
  - b. Any borrower who is currently behind on mortgage payments.
  - c. Every debtor who has a reported Notice of Default (NOD).
- 3. Why should I care? A: Public laws enacted 10 years ago stimulated growth of processing by 3<sup>rd</sup> party servicers and intermediaries between your Trust Deed, Promissory Note and the true investor that "funded your loan". The rapid growth of internet services and outsourcing of administrative tasks compounds the potential for inaccurate, incomplete and incorrect records. Our research uncovers faulty processing, missing records, unlawful assignments, quiet substitution of trustees, predatory lending, untitled transfers and potential financial services FRAUD!
- 4. **Is the Autopsy Report a "quick fix"?** A: No. Each Financial Autopsy Report is a "quick focus" on the records associated with a specific Assessor's Parcel Number (APN). Your credit report gathers information from your creditors. Autopsy Reports are snapshots of information available from a half-dozen independent resources relating to original mortgage debt and its replacement security.
- 5. What might HERSid Reports contain? A: Researchers seek to provide the following, "as available":
  - 1. Owner, Property and Tax Information (ALL)
  - 2. Grant Deed, Trust Deeds and 1st Mortgages (ALL)
  - 3. Assignments, Liens and 2<sup>nd</sup> Mortgages (ALL)
  - 4. Foreclosure Documents: NOD, NOTS, TDOS, Assignments, Substitutions (ALL)
  - 5. Review of Past Market Comps for Predatory Lending on subject financing (ALL)
  - 6. Current Sales Comps for Predatory Devaluations on recent Trustee Sales (ALL)
  - 7. Creditor/Depositor Securitization Document Contents (SEC)
  - Mortgage Loan Purchase Agreements, Pooling/Servicing Agreements, SEC Filings (SEC)
  - 9. Address Tracing for Lenders, Servicers, Title Companies, Trustees, etc. (FLA, SEC)
  - 10. Related Documents provided by Clients (ALL)
- 6. Could I do this by myself? A: Maybe. Gather all historical records about your property and its encumbrances. Next, engage your realtor, loan officer, lender, insurer, accountant, financial advisor and legal counsel. See what records and advice they can provide.
- 7. **Do you provide consulting services? A:** No. The report is provided "as is", "where found", "when available" from information in public records and a variety of on-line 3<sup>rd</sup> party resources where content is subject to change without notice and no warranties are available.
- 8. **Do you provide counseling or legal advice?** A: No. Records provided must stand "on their own". The recipient must decide to take corrective action or proceed in new directions at their expense.
- What is NOT included with HERSid Reports? A: Loan Refinancing, Loan Modifications, Forensic Loan Audits, Short Sales, Bankruptcy Filings, Legal Claims, or Legal Advice.
- 10. How do I get started, and what is needed from me? A: Register at HERSid.com. We assign your membership number and return a checklist of 80 issues related to your real estate mortgages and securitization. You must fill-in quick answers and return the application plus payment of quoted fees. Three bound copies of your HERSid Report will ship by UPS 10 days thereafter.